IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE KURIAN JOSEPH
&
THE HONOURABLE MR. JUSTICE K.T.SANKARAN

WEDNESDAY, THE 4TH APRIL 2007 / 14TH CHAITHRA 1929

AS.No. 637 of 2000(C)
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OS.281/1992 of SUB COURT, OTTAPPALAM
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APPELLANTS/DEFENDANTS 2 TO 4:
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1.PADMAVATHY AMMA, AGED 68 YEARS,
W/O. LATE APPUNNI KURUP, MELU VEETTIL
CHALAVARA, OTTAPPALAM.

2. RADHAKRISHNAN, AGED 45 YEARS,
S/O. PADMAVATHY AMMA, -DO- -DO-

3. RAMACHANDRAN, AGED 31 YEARS,
S/O. PADMAVATHY AMMA, HEAD MASTER,
CHALAVARA U.P.SCHOOL., OTTAPPALAM

BY ADV. SRI.KRB.KAIMAL

RESPONDENTS/PLAINTIFF & DEFENDANTS 1,5,6,7 & 8.:
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1. BALAN, MINOR, AGED 7 YEARS, S/O.VAYARINGAL PARAMBIL LAKSHMI
BY GUARDIAN MOTHER VAYARINGAL PARAMBIL LAKSHMI,
AGED 40 YEARS, W/O. AYYAPPAN, CHALAVARA AMSOM
PULIYANKUNNU DESOM, OTTAPPALAM TALUK

2. VEERAN, AGED 50 YEARS, S/O.VETTIKKATTIL SULAIMAN HAJI,
VALLAPPUZHA AMSOM, KURUVATHOR DESOM,
OTTAPPALAM TALUK.

3. KERALA STATE ELECTRICITY BOARD
REPRESENTED BY CHAIRMAN, KERALA STATE ELECTRICITY
BOARD, PATTAM, THIRUVANANTHAPURAM.

4. KERALA STATE ELECTRICITY BOARD
REPRESENTED BY SECRETARY, KERALA STATE ELECTRICITY
BOARD, PATTAM, THIRUVANANTHAPURAM.

5. VETTIKKATTIL MOHAMMAD ALI, AGED 55 YEARS,
S/O.SULAIMAN HAJI, VALLAPPUZHA AMSOM,
KURUVATTUR DESOM, OTTAPPALAM TALUK

6. THE MANAGER,
UNITED INDIA INSURANCE CO., PALAKKAD DIVISION,
PALAKKAD.

BY ADV. SRI.T.KRISHNAN UNNI
SMT.P.A.REZIYA
SRI.KRISHNAKUMAR MANGOT
SMT.P.K.BEENA
SRI.R.K.VENU NAYAR, SC, KSEB
SRI.T.G.RAJENDRAN SC FOR K.S.E.B.
SRI.C.K.KARUNAKARAN, SC FOR KSEB

THIS APPEAL SUITS HAVING BEEN FINALLY HEARD
ON 04/04/2007, ALONG WITH AS NO.37 OF 2002 AS NO.152 OF 2001
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

**KURIAN JOSEPH & K.T.SANKARAN,JJ.**

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**A.S.Nos.637/2000, 152/2001 & 37/2002**

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**Dated this the 4th day of April, 2007**

**JUDGMENT**

**Kurian Joseph,J.**

These appeals are at the instance of defendants in O.S.No.281/1992 on the file of the Sub Court, Ottappalam. When the appeals came up for hearing, after having extensively hearing the parties, this court passed the following order on 8-2-2007:-

> "We heard the learned counsel appearing on both sides at length. This is a case where a boy at his tender age of 9 got in touch with a live wire, ultimately leading to the amputation of the left arm from the shoulder. The owner of the building extensively took us through the various judgments regarding the strict liability. Learned Standing Counsel for the Board brought to our notice various decisions regarding the liability of the owner of the building, in having constructed the building in apparent violation of the rules. But, there the contention of the owner is the lapse in supervision. We also heard the learned counsel appearing for the school management and the Headmaster, the allegation against whom is that they did not take proper care of their children during the school hours. After thus extensively listening to the counsel for a few days, we thought, instead of cracking the heads on intricate legal questions involved in the matter, the case could be settled, if minor adjustments from all sides could be made.

> Learned counsel for the respondent/ plaintiff submitted that in case the decree is executed, the plaintiff would be entitled to get around Rs.5 lakhs on a rough and ready estimate. Taking note of the entire facts and circumstances of the case, including the fact that the Board has already deposited Rs.50,000/- and the owner of the building and the school management has deposited Rs.15,000/- each, we suggested that the whole case could be settled if the Board is directed to make a further payment of Rs.2 lakhs, the owner Rs.1 lakh and the school management Rs.50,000/-. Learned counsel seek two weeks' time to get further instruction."

Sri.Karunakaran, learned Standing Counsel for the Electricity Board, and the learned counsel appearing for the Manager of the school have reported that they are agreeable for the settlement as suggested by this court. Therefore, these appeals are disposed of as compromised in the following terms:-

(1) In addition to the amount of Rs.50,000/- deposited by the Kerala State Electricity Board, the Board will deposit a further amount of Rs.2 lakhs within a period of two months from today.

(2) The owner of the building will deposit an amount of Rs.50,000/- within a period of two months from today in addition to the deposit of Rs.15,000/-

already made.

(3) The management of the school will deposit an amount of Rs.50,000/- within a period of two months from today in addition to the deposit of Rs.15,000/- already made.

The deposits shall be made in full and final settlement of all the claims in the decree. On such deposit it will be open to the plaintiff to withdraw the amount.

2. We record our appreciation for the co-operation extended by the counsel on all sides and also the co-operation extended by the Kerala State Electricity Board and the Manager of the school in settling the disputes as above. Since the appeals have been thus disposed of as compromised, one half of the court fee already paid will be refunded.

(KURIAN JOSEPH, JUDGE)

(K.T.SANKARAN, JUDGE)

ahg.

KURIAN JOSEPH &
K.T.SANKARAN, JJ.

**A.S.Nos.637/2000,**
**152/2001 & 37/2002**

JUDGMENT

4th April, 2007